

STATE OF CALIFORNIA  
ENVIRONMENTAL PROTECTION AGENCY  
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:

EEMUS Manufacturing Corp.  
11111 Rush Street  
South El Monte, CA 91733  
EPA ID# CAD982348419

Respondent.

Docket: HWCA: SRPD98/99SCC-4011

CORRECTIVE ACTION  
CONSENT AGREEMENT

Health and Safety Code  
Sections 25187 and 25200.14

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and EEMUS Manufacturing Corp. (Respondent) enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code (HSC) sections 25187 and 25200.14, which authorize DTSC to issue an order to require corrective action when DTSC determines that there is or may be a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement to avoid the expense of litigation and to carry out promptly the corrective action described below.

1.3. Respondent is the owner and operator of a hazardous waste facility located at 11111 Rush Street, South El Monte, California 91733 (Facility).

1.4. Respondent engages in the management of hazardous waste pursuant to a Permit by Rule issued by DTSC on October 11, 1995. The Facility was initially authorized on August 11, 1993 under a Conditional Authorization.

1.5. The terms used in this Consent Agreement are as defined in Section 66260.10 of Title 22 of the California Code of Regulations (Cal. Code Regs.), except as otherwise provided.

1.6. Respondent agrees to implement all approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement.

1.7. Respondent waives any right to request a hearing on this Consent Agreement pursuant to HSC section 25187.

### FINDINGS OF FACT

2.1. On January 27, 1992, The California Regional Water Quality Control Board (RWQCB), Los Angeles Region, required the Respondent to perform a soil vapor survey and installation of a monitoring well at the Facility following a facility inspection performed under the Well Investigation Program. A total of 17 soil vapor probes and a groundwater monitoring well were installed at the Facility and monitored as required by the RWQCB.

2.2. The hazardous waste and hazardous constituents of concern at the Facility are Perchloroethylene (PCE), Trichloroethane (TCA), Trichloroethylene (TCE), 1,1-Dichloroethane (1,1-DCA), 1,1-Dichloroethylene (1,1-DCE), Arsenic (As), and Lead (Pb). Following soil remediation using vapor extraction, the Respondent received a No Further Requirement letter dated May 30, 1997 from the RWQCB concerning the activities described in paragraph 2.1. due to the soil contaminations being reduced to acceptable levels. However, the letter indicated that because past operations may have impacted the groundwater beneath the facility, the Respondent would remain a potentially responsible party for the San Gabriel Valley Cleanup Program under the oversight of the United States Environmental Protection Agency (USEPA). The RWQCB required the Respondent's groundwater monitoring well to be properly maintained and made available for possible future monitoring.

2.3. On December 27, 1996, Respondent submitted a Phase I Environmental Assessment pursuant to HSC section 25200.14 (Phase I).

2.4. On November 26, 1997 and April 25, 2001, DTSC staff conducted a Facility inspection to verify information contained in the Phase I Environmental Checklist. Based on the 1997 Facility inspection and review of records available to DTSC, DTSC concluded that site investigation was required. The Respondent performed a soil assessment and subsequent excavation in the Etch Room. Analysis of soil samples collected indicated that additional contaminated soil exists in the Etch Room. The 2001 inspection confirmed the locations of proposed soil investigation borings and cited the first stage of the Clarifier, which is isolated and used for the preliminary mixing of wastewater, as requiring additional investigation. DTSC identified the Etch Room and Clarifier as two (2) Solid Waste Management Units that need further investigation.

2.5. Based on DTSC's inspections of the Facility and records available to DTSC, DTSC concludes that additional investigation for Lead and Arsenic is required in the Etch Room, and investigation for all Chemicals of Concern in the vicinity of the first stage of the Clarifier is required to determine the nature and extent of hazardous waste contamination at the Facility.

2.6. The hazardous wastes or hazardous waste constituents may migrate from the Facility into the environment through the following pathways: subsurface soils, groundwater, and airborne dust particulate matter.

2.7. The Facility is located in the vicinity of commercial office, light industrial, residential, and industrial development in a portion of Los Angeles County. Furthermore, groundwater beneath the Facility has been found to be present at approximately 30 feet below ground surface.

### PROJECT COORDINATOR

3. Within fourteen (14) days of the effective date of this Consent Agreement, DTSC and Respondent shall each designate a Project Coordinator and shall notify each

other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between Respondent and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven (7) days prior written notice.

#### WORK TO BE PERFORMED

4. Respondent agrees to conduct a Preliminary Endangerment Assessment (PEA) for the Facility within 30 days of the effective date of this consent agreement. Respondent has submit a PEA Workplan that DTSC is prepared to approve. The PEA Final Report shall be submitted within 60 days upon completion of field work. The PEA shall be conducted in accordance with applicable State Laws and Preliminary Endangerment Assessment - Guidance Manual (State of California Environmental Protection Agency - Department of Toxic Substances Control, June 1999). The work undertaken pursuant to this Consent Agreement shall also be done in a manner consistent with: any DTSC-approved Workplans; HSC and other applicable state and federal laws and their implementing regulations; and applicable DTSC and USEPA guidance documents. Applicable guidance documents include, but are not limited to, Test Methods For Evaluating Solid Waste" (SW-846) and Reporting Hydrogeologic Characterization Data at Hazardous Substance Release Sites - Guidance Manual for Ground Water Investigations (State of California Environmental Protection Agency, July 1995).

#### ADDITIONAL WORK

5. If it becomes necessary to perform a subsequent phase of work, DTSC

and Respondent will negotiate another consent agreement to address the additional work. If another consent agreement is not reached within sixty (60) days, DTSC reserves its right to issue an order or take any other action provided for by law. DTSC's costs incurred in negotiating the subsequent consent agreement are considered costs incurred pursuant to this Consent Agreement and are payable under this Consent Agreement.

### DTSC APPROVAL

6.1. Respondent shall revise any workplan, report specification, or schedule in accordance with DTSC's written comments. Respondent shall submit to DTSC any revised documents by the due date specified by DTSC. Revised submittals are subject to DTSC's approval or disapproval.

6.2. Upon receipt of DTSC's written approval, Respondent shall commence work and implement any approved workplan in accordance with the schedule and provisions contained therein.

6.3. Any DTSC approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

6.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

### SUBMITTALS

7.1. Beginning with the first full month following the effective date of this Consent Agreement, Respondent shall provide DTSC with quarterly progress reports of corrective action activities conducted pursuant to this Consent Agreement. Progress reports are due on the first (1<sup>st</sup>) day of the month when reports are due. The progress reports shall conform to the Scope of Work for Progress Reports contained in

Attachment 7. DTSC may adjust the frequency of progress reporting to be consistent with site-specific activities.

7.2. Any report or other document submitted by Respondent pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

7.3. The certification required by paragraph 7.2 above, shall be in the following form:

I certify that the information contained in or accompanying this submittal is true, accurate, and complete to the best of my knowledge. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

7.4. Respondent shall provide two copies of all documents, including but not limited to, workplans, reports, and correspondence of fifteen (15) pages or longer. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

7.5. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

#### PROPOSED CONTRACTOR/CONSULTANT

8. All work performed pursuant to this Consent Agreement shall be under the

direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. Respondent's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities. Within fourteen (14) days of the effective date of this Consent Agreement, Respondent shall notify DTSC Project Coordinator in writing of the name, title, and qualifications of the professional engineer or registered geologist and of any contractors or consultants and their personnel to be used in carrying out the terms of this Consent Agreement.

#### QUALITY ASSURANCE

9.1. All sampling and analyses performed by Respondent under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable report (e.g., PEA Report).

9.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories Respondent proposes to use must be specified in the applicable workplans.

#### SAMPLING AND DATA/DOCUMENT AVAILABILITY

10.1. Respondent shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement.

10.2. Respondent shall notify DTSC in writing at least seven (7) days prior to beginning each separate phase of field work approved under any workplan required by

this Consent Agreement. If Respondent believes it must commence emergency field activities without delay, Respondent may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

10.3. At the request of DTSC, Respondent shall provide or allow DTSC or its authorized representative to take split or duplicate samples of all samples collected by Respondent pursuant to this Consent Agreement. Similarly, at the request of Respondent, DTSC shall allow Respondent or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

### ACCESS

11. Subject to the Facility's security and safety procedures, Respondent agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any other property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of Respondent or its contractors or consultants.

### RECORD PRESERVATION

12.1. Respondent shall retain, during the pendency of this Consent Agreement and for a minimum of six (6) years after its termination, all data, records, and documents that relate in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility. Respondent shall notify DTSC in writing ninety (90) days prior to the destruction of any such records, and shall provide DTSC with the opportunity to take possession of any such records. Such written notification shall reference the effective date, caption, and docket number of this



Consent Agreement and shall be addressed to:

Stephen W. Lavinger, Chief  
Southern California Branch  
Statewide Regulatory Programs Division  
Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, California 90630

12.2. If Respondent retains or employs any agent, consultant, or contractor for the purpose of carrying out the terms of this Consent Agreement, Respondent will require any such agents, consultants, or contractors to provide Respondent a copy of all documents produced pursuant to this Consent Agreement.

12.3. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility to afford ease of access by DTSC and its representatives.

#### DISPUTE RESOLUTION

13.1. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If Respondent fails to follow the procedures contained in this section, it shall have waived its right to the disputed resolution process presented herein.

13.2. If Respondent disagrees with any written decision by DTSC pursuant to this Consent Agreement, Respondent's Project Coordinator shall orally notify DTSC Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

13.3. If the Project Coordinators cannot resolve the dispute informally, Respondent may pursue the matter formally by placing its objection in writing. Respondent's written objection must be forwarded to Chief, Southern California Branch,

Statewide Regulatory Programs Division, Department of Toxic Substances Control, with a copy to DTSC Project Coordinator. The written objection must be mailed to the Branch Chief within fourteen (14) days of Respondent's receipt of DTSC's written decision. Respondent's written objection must set forth the specific points of the dispute and the basis for Respondent's position.

13.4. DTSC and Respondent shall have fourteen (14) days from DTSC's receipt of Respondent's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC for good cause. During such period, Respondent may meet or confer with DTSC to discuss the dispute.

13.5. After the formal discussion period, DTSC will provide the Respondent with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by Chief, Southern California Branch, Statewide Regulatory Programs Division, Department of Toxic Substances Control, or his/her designee.

13.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

#### RESERVATION OF RIGHTS

14.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Consent Agreement. Respondent reserves all of its statutory and administrative rights, defenses and remedies, both legal and equitable, as they may arise under this Consent Agreement. This Consent

Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any rights, remedies, powers, or authorities, civil or criminal, that DTSC has under any statutory, regulatory, or common law authority. This Consent Agreement shall not be construed as a covenant not to sue by Respondent, release, waiver, or limitation of any of Respondent's rights.

14.2. DTSC reserves the right to disapprove of work performed by Respondent pursuant to this Consent Agreement and to request that Respondent perform additional tasks.

14.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from Respondent for costs incurred by the State of California with respect to such actions. DTSC will notify Respondent in writing as soon as practicable regarding the decision to perform any work described in this section.

14.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that Respondent is not capable of undertaking any of the work required, DTSC may order Respondent to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate or redress such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of Respondent under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

14.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Consent Agreement shall not relieve Respondent of its obligations to comply with HSC or any other applicable local, state, or federal law or regulation.

#### OTHER CLAIMS

15. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

#### OTHER APPLICABLE LAWS

16. All actions required to be taken pursuant to this Consent Agreement shall be undertaken in accordance with the requirements of all local, state, and federal laws and regulations. Respondent shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

#### REIMBURSEMENT OF DTSC'S COSTS

17.1. Respondent shall pay DTSC's costs incurred in the implementation of this Consent Agreement. Such costs shall include DTSC's costs, if any, incurred in the

preparation and implementation of this Consent Agreement prior to the effective date of this Consent Agreement.

17.2. An estimate of DTSC's costs is attached as Attachment 8 showing the amount of \$14,636. It is understood by the parties that this amount is only an estimate for those activities shown in Attachment 8, and may differ from the actual costs incurred by DTSC, and does not represent the total costs incurred by DTSC in overseeing all activities required at the Facility under this Consent Agreement. DTSC will provide additional cost estimates for the subsequent phases of work as the work progresses.

17.3. Respondent shall make an advance payment to DTSC in the amount of \$7,318.00 within 30 days of the effective date of this Consent Agreement. If the advance payment exceeds DTSC's complete costs under this Agreement, DTSC will refund the balance within 120 days after the execution of the Acknowledgement of Satisfaction pursuant to Section 25 of this Consent Agreement.

17.4. If the advance payment does not exceed DTSC's complete costs under this Agreement, after the advance payment, DTSC will provide Respondent with a billing statement at least quarterly, which will include the name of the employee, identification of the activity, the amount of time spent on each activity, and the hourly rate charged. If Respondent does not pay an invoice within 60 days, the amount is subject to interest as provided by HSC section 25360.1.

17.5. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents which support the Department's cost determination available for inspection upon request, as provided by the Public Records Act.

17.6. Any dispute concerning costs pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

17.7. All payments shall be made within 30 days of the date of the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Accounting Unit  
Department of Toxic Substances Control  
P. O. Box 806  
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, the Respondent's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

#### MODIFICATION

18.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by both parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Consent Agreement.

18.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, Southern California Branch, Statewide Regulatory Programs Division, Department of Toxic Substances Control, or his or her designee. Any approved workplan modification shall be incorporated by reference into this Consent Agreement.

#### TERMINATION AND SATISFACTION

19. The provisions of this Consent Agreement shall be deemed satisfied

upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for Respondent's signature. The Acknowledgment will specify that Respondent has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm Respondent's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

#### EFFECTIVE DATE

20. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

#### SIGNATORIES

21. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: October 1, 2001

BY: Original signed by Gitte Simonian  
Name/Respondent

DATE: October 9, 2001

BY: Original signed by Stephen Lavinger  
Stephen W. Lavinger, Chief  
Southern California Branch  
Statewide Regulatory Programs Division  
Department of Toxic Substances Control

This Corrective Action Consent Agreement posted on DTSC's website does not include all attachments from the original document. If you need copies of a specific document, please contact the DTSC project manager listed in the document.